

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3301-1052		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0035	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARGIE SLAVENS				b. TELEPHONE NUMBER (No Collect Calls) 660-438-7317	
9. ISSUED BY USACE, KANSAS CITY HARRY S TRUMAN LAKE PROJECT OFFICE RT WARSAW MO 65355 TEL: 660-438-7317 FAX: 660-438-7815		CODE W912DQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7349 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

FY-04 BASIC CONTRACT:

FFP

Perform Facilities Cleanup Services Talley Bend Public Use Area in accordance with the attached Performance Work Statement and Wage Determination. Period of Performance: 15 April 2004 through 18 October 2004.

PURCHASE REQUEST NUMBER: W58XUW-3301-1052

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

1

Lump Sum

FY-04 BASIC CONTRACT:

FFP

For the service period 15 April 2004 through 30 April 2004. Cleaning services once daily 4 days per week (scheduled).

PURCHASE REQUEST NUMBER: W58XUW-3301-1052

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		5	Each Per Month		

FY-04 BASIC CONTRACT:

FFP

For the service period 1May 2004 through 30 September 2004. Cleaning services once daily 7 days per week.

PURCHASE REQUEST NUMBER: W58XUW-3301-1052

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Lump Sum		

FY-04 BASIC CONTRACT:

FFP

For the service period 1October 2004 through 18 October 2004. Cleaning services once daily 4 days per week (scheduled).

PURCHASE REQUEST NUMBER: W58XUW-3301-1052

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FY-05 Renewal Option I (if exercised): FFP Perform Facilities Cleanup Services Talley Bend Public Use Area in accordance with the attached Performance Work Statement and Wage Determination. Period of Performance: 15 April 2005 through 17 October 2005. PURCHASE REQUEST NUMBER: W58XUW-3301-1052				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	1 Lump Sum FY-05 Renewal Option I (if exercised):: FFP For the service period 15 April 2005 through 30 April 2005. Cleaning services once daily 4 days per week (scheduled). PURCHASE REQUEST NUMBER: W58XUW-3301-1052				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		5	Each Per Month		
OPTION	FY-05 Renewal Option I (if exercised):: FFP For the service period 1May 2005 through 30 September 2005. Cleaning services once daily 7 days per week. PURCHASE REQUEST NUMBER: W58XUW-3301-1052				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	Lump Sum		
OPTION	FY-05 Renewal Option I (if exercised):: FFP For the service period 1October 2005 through 17 October 2005. Cleaning services once daily 4 days per week (scheduled). PURCHASE REQUEST NUMBER: W58XUW-3301-1052				

NET AMT

FOB: Destination

NOTICE TO VENDORS

A. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

B. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

1. Evaluation Factors:

Factor 1 – Past Performance – will be evaluated for the quality of services, timeliness of performance, customer satisfaction, and administrative skills on other contracts performed.

Factor 2 – Experience – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

Factor 3 – Price

2. Relative Importance of Factors:

Past Performance will be evaluated with more importance than Experience. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision.

C. PROPOSAL SUBMITTAL REQUIREMENTS: Documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

1. PAST PERFORMANCE:

a. You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references that can verify your performance on work similar in nature and complexity of this requirement. The government may obtain additional information related to Past Performance from sources other than the questionnaire. References should return the forms directly to the Government Point of Contact indicated on the Cover Letter within three days of receipt. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.

b. You are to submit the names, addresses, and telephone numbers of your three references in a cover letter with your quote.

2. EXPERIENCE: An attached form, STATEMENT OF EXPERIENCE, is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary. Only experience that directly pertains to the type of work set forth in this solicitation should be described.

3. PRICE/COST. Complete the pricing schedule on pages_2_through _5_of this RFQ.

D. Vendor's attention is directed to E-Far 52.000.4013, wherein are procedures for correction of Arithmetic discrepancies.

E. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of work, the contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

F. Bidders/Quoters should be aware that first cleanings (after facilities have been closed for a period of time) and cleanings performed around holidays (when large crowds are present) may require more time and effort than services performed at other times.

G. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? ____ Yes ____ No.

H. Existing Wage Rates are attached.

I. SITE VISIT: Quoter are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Harry S. Truman Project Office, U. S. Army Corps of Engineers, is located approximately 2.5 miles northwest of Warsaw, Missouri, Telephone number (816) 438-7317.

J. At times these areas receive heavy use. It will be necessary for the contractor to perform the work in close proximity to day-users and fishing equipment, therefore a site visit prior to bidding is highly recommended.

K. Successful quoter must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423.

L. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period.

M. For the purpose of pre-award evaluation, persons submitting bids/quotes must provide a telephone number at which they can be contacted for a period of not less than one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the person designated on page A-1, Block 5B, of any changes. Bids/quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following bid/quote closing will be considered nonresponsive and removed from further consideration, and the next bid/quote will be considered. BIDDER/QUOTER MAY BE CONTACTED AT (____)____-____.

FACILITIES CLEANUP SERVICES
TALLEY BEND PUBLIC USE AREA
HARRY S. TRUMAN LAKE PROJECT

Performance Work Statement

C.1 General Information

C.1.1 Background: Truman Reservoir is the largest flood control reservoir in Missouri, with a storage capacity of more than 5 million acre-feet (an acre-foot = 325,000 gal.). Recreational development is extensive. Twenty parks and access areas, managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Truman Reservoir offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, sand swimming beaches, and a regional visitor center. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

C.1.2 Scope of Work

The Contractor shall provide all manpower, equipment, and supplies, necessary to clean and service the facilities and grounds of the Talley Bend Public Use Area located at the Harry S. Truman Project, near Warsaw, Missouri. Services shall be completed as described in this Performance Work Statement (PWS) and elsewhere in the contract. The Contractor shall perform tasks listed in Section C-5. Acceptable performance standards and current regulations are provided for each task. The Contractor shall monitor performance and ensure compliance in accordance with the terms and conditions.

C.1.3 Dates of Performance: This contract shall include a base year beginning 15 April 2004, or date of award if later, and continue through 18 October 2004. Effective dates for the option renewal year shall be from 15 April 2005 through 17 October 2005.

C.1.4 Hours of Operation: The Contractor shall begin performance no later than 7:00 a.m. and be completed no later than 4:00 p.m.

C.1.5 Post-Award Conference

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Truman Project Office to review the contract requirements and details of the work.

C.1.6 REQUIRED INSURANCE: The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the below. Before commencing work under this contract, the Contractor shall present to the Contracting Officer proof of the required insurance.

REQUIRED INSURANCE SCHEDULE

TYPE	AMOUNT
Worker's Compensation Employer's Liability	Coverage complying with applicable State Statute
General Liability on Comprehensive form of policy which includes, but is not limited to, insurance for all work required herein.	Minimum limits of \$300,000.00 per occurrence of bodily injury
Comprehensive Automobile Liability	Coverage complying with applicable State Statute

3. NOTE: Coverage required above are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for obtaining such additional coverage. Information regarding State requirements may be obtained by contacting:

IOWA: Iowa Insurance Division, 515-281-3089
KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484
Division of Workers Compensation, 913-296-3071
MISSOURI: Division of Insurance, 573-751-3365
NEBRASKA: State Insurance Department, 402-471-2201

C.1.7 Quality Control

C.1.7.1 Quality Control

The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall contain a list of disinfectants and supplies to be used in performing the contract duties. The Plan shall identify the contractor furnished equipment and state how the work will be accomplished, i.e. pressure water pump etc. The Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

C.1.7.2 The Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance or nonperformance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent and shall insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project the first day that an individual is a "responsible party." The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s).

C.1.7.3 The Contractor shall furnish to the Project Manager, a telephone number attended during normal business hours (7:30 a.m. – 4:00 p.m., CST) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.

C.1.7.4 As each item of work is completed, the Contractor's representative at the job site shall enter the time that the item of work was completed on a Contractor's Daily Worksheet. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer's Representative. Contractor Daily Worksheet forms, (See Section C.6) shall be furnished by the Government.

C.1.8 QUALITY ASSURANCE

C.1.8.1 Quality Assurance Surveillance Plan:

A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

C.1.8.2 The government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include periodic sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

C.1.8.3 The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

C.1.8.4 If any of the services do not conform to contract requirements, the government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

C.1.8.5 If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the government may (1) by contract, or otherwise, perform the services and charge to the contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

C.1.8.6 Performance by Third Party or Government Personnel: In addition to the above remedies for nonperformance, the Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time government personnel are used because of Contractor's nonperformance; the cost levied against the Contractor will include all direct costs associated with the performance of the specified work. Such inefficiencies are determined on an hourly basis at the applicable wage rate. Government personnel will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

C.1.9 Coordination with the Project Office

C.1.9.1 Day to day contact with Government personnel, and telephone communication shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to insure strict compliance with the terms of this contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times. However, upon notice, the Contractor shall attend meetings regarding matters affecting this contract.

C.1.9.2 To assist the visiting public in reclaiming lost articles, all property left by visitors and found during cleanup operations shall be turned in to the Project Office.

C.1.9.3 Any evidence of vandalism, instances of facilities not operating properly, or are in need of repair, shall be promptly reported to project personnel.

C.1.9.4 The Contractor shall remove any dead animals within the area serviced under this contract, to the extent that the dead animal is small enough to be removed by the Contractor's daily staff. Any large animal that would require additional staff or equipment to move shall be reported to the Contracting Officer's Representative as soon as possible. Disposal of dead animals shall be as directed by the Project Manager or his representative.

C.1.10 Contractor Personnel

C.1.10.1 All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

C.1.10.2 Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

C.1.11. Safety Requirements

C.1.11.1 The contractor shall immediately report any situation that could affect the health or safety of visitors, including maintenance needs, utility problems, accidents, or violations of laws and regulations.

C.1.11.2 The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance of all facilities during cleaning operations.

C.1.12 Other Contractors: The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work must be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

C.2 Definitions and Acronyms: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Clean: As used generally, means free of all foreign matter, film, spots, streaks, dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy.

Contracting officer's representative: An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Debris: Any articles, or parts thereof, such as paper, gum, litter, strings, cigarette butts, leaves, and sand.

Dirt: Particles of sand, soil, grit, or pebbles; mud, dust, tar, liquid stains, vomit, and/or ashes.

Foreign Matter: Any articles, or parts thereof, not belonging to the place found.

Fully-Clothed: Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times; except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals.

PWS - Performance Work Statement

Performance-Based Contract: (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Performance Requirements Summary (PRS): The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement.

Quality Assurance Surveillance Plan (QASP): An organized written document used by Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the performance requirements summary (PRS).

ALP: Acceptable Level of Performance.

Quality Control (QC): A method used by the Contractor to control the quality of goods and services provided.

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

"Service contract" means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Housekeeping and base services.

C.3 Government-Furnished Equipment, Materials and Supplies.

C.3.1 The Government will furnish to the Contractor the following identified property to be used in performing the contract.

- (1) Closed for Cleaning sign

C.3.2 Government- Furnished Consumable Items – The following consumable items shall be furnished to the Contractor by the Government from stock. The Government shall retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

1. Toilet tissue
2. Plastic trash bags
3. Water for cleaning
4. Contractor Daily Worksheets
5. Baseball cap and nametags

C.4 Contractor-Furnished Equipment and Supplies

The Contractor shall furnish all equipment and supplies not identified in section C.3 of this PWS as Government-Furnished supplies and equipment or specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the Contracting Officer's Representative prior to initial use.

C.4.1 A pressure water pump and tank for water supply that is approved Project Manager. The pump shall be capable of delivering an adequate stream of water at 150 psi to flush/rinse facilities being serviced. NOTE: The use of a pressure water pump is not mandatory if the Contractor is able to meet the performance standards (See Section C.5 Specific Tasks). by hand. The Government reserves the right to require the use of a pressure water pump, at any time, if it becomes apparent that the performance standards are not being met.

C.5 Specific Tasks

C.5.1 General Information

Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced as specified. In the event that an area or facilities within an area are missed, or are not properly cleaned, the Contractor shall reclean the area or affected facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative. Failure to correct noted deficiencies may result in withholding payment for the work not performed. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

C.5.1.1 The contractor shall establish a work schedule within the times set forth BELOW, indicating the hours during which services will be performed on a regular basis. The schedule shall be submitted in writing to the Contracting Officer or his authorized representative for approval no later than the first week of work. Changes in the approved schedule shall be submitted for approval prior to implementing the change.

C.5.2 Scheduled Services

C.5.2.1 Services shall be performed in accordance with the schedule shown below between the hours of 7:00 a.m. and 4:00 p.m.

C.5.2.2 (15 April through 30 April and 1 October through last cleaning date) All scheduled services, including weekly services, shall begin on April 15 regardless of the day of the week. Daily services shall be performed thereafter once daily four (4) days per week, on Sunday, Monday, Thursday, and Saturday beginning in the morning hours no later than 7:00 a.m. All other facilities shall be open. All weekly and monthly services shall be performed as stated below. As ordered services shall be as specified in the order. Services shall be performed on October 18, 2004, and October 17, 2005 (if option is exercised), regardless of the day of the week.

C.5.2.3. (1 May through 30 September) All scheduled services shall be performed once daily seven (7) days per week, beginning in the morning hours no later than 7:00 a.m. All weekly and monthly services shall be performed as stated below. As ordered services shall be as specified in the order.

C.5.3 Schedule of Duties**C.5.3.1 Daily**

Perform cleanup each day services are required to include the Shower/latrine w/laundry appliances, flush toilets, vault toilets, campsites, dump station, water fountains and litter pickup.

(b) The following areas shall be checked daily and cleaned (See Section C.2 Definitions) as necessary: Exterior refuse containers, picnic tables, park benches, bulletin boards, phone shelter, water hydrants, fire rings, and sidewalks.

C.5.3.2 Weekly

Provide services once weekly on Monday to clean the following areas: Exterior refuse containers, picnic tables, park benches, bulletin boards, phone shelter, water hydrants, and sidewalks.

C.5.3.3 Monthly

Provide services once monthly to include grills and fire rings, and light fixtures. Remove all signs of mold from all buildings. Services for April shall begin on the 15th. Monthly services for the following months shall begin on the 2nd Monday of each month, May, June, July, August, September, and October. Services may begin early in October to allow the contractor time to satisfactorily complete the services by the closing date.

C.5.3.4 All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified shall not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

C.5.4 Service Facilities/Areas:

C.5.4.1 The contractor shall maintain the facilities listed below in a clean and sanitary condition in accordance with the identified performance standards.

FACILITIES	TALLEY BEND
Shower/Latrine	1
Vault Toilets	5
Sanitary dump station	1
Fire rings with attached grills*	115
Exterior refuse containers (32 gallons)**	10
Bulletin Boards**	2
Picnic Tables*	115
Litter Pickup (acres)***	24
Sidewalks (sq. yds.)***	171
Playground equipment	2
Water fountain	1
Water hydrants	4
Park benches**	2

*Total number of fire rings and picnic tables shall be subject to a variation of +/-2 each at no change in contract price.

**Total number of exterior refuse containers shall be subject to a variation of +/- 1 containers at no change in contract price. The number of bulletin boards (2) and park benches (2) shall be subject to a variation of +/- 1 at no change in contract price.

***NOTE: All measurements are estimated. The Contractor shall be responsible for determining exact acreages and conditions affecting performance of this work.

C.5.4.2 Available quantities for potential “As Ordered” services for Talley Bend Public Use Area shall be as listed in the following table:

AS ORDERED SERVICES

<u>FY-04</u>	<u>AREA</u>	<u>NOT TO EXCEED</u>
15 April – 18 Oct 2004	Talley Bend	15
<u>FY-05</u>		
15 April – 17 Oct 2005	Talley Bend	15

C.5.4.3 "As Ordered" services shall be ordered verbally, or by telephone, by the Contracting Officer's Representative, no later than the day before services are required, and shall be followed by confirmation in writing. When ordered, the Contractor shall perform the services the following day, or later if specified in the order. The order shall specify the number of days services shall be accomplished.

C.5.5 Shower/latrines, vault and flush-type toilets: Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning. Following cleaning, all bright surfaces (to include but not limited to chrome or bright metal, porcelain, ceramic tile, and glossy painted surfaces) shall provide a dried polished appearance free of dirt, cleaning solution, disinfectant, and water spots.

C.5.5.1 Ceilings - Clean ceilings on inside and overhang on outside of buildings to remove spider webs, dust, bird and insect nests, dirt, and insect spots. Cleaning solution shall be rinsed with clean water and wipe dry.

C.5.5.2 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers – Clean and disinfect to ensure a free of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, etc. shall be present a dried polished appearance free of cleaning solution, disinfectant, water spots, etc. Exterior walls shall have spider webs, dust, bird and insect nests, debris and grass clippings removed.

C.5.5.3 Floors and floor drain plates – Shall be disinfected and free of all foreign matter, trash, and excess water.

C.5.5.4 Mirrors – Shall be free of dirt, dust, smudges and streaks.

C.5.5.5 Stools – Non-waterborne (vault-type) - Risers inside and outside, seats and lids shall be cleaned and disinfectant to provide a surface free of foreign matter. Seats shall present a dry appearance free of disinfectant and water spots.

C.5.5.6 Washer and dryers – Both the inside and outside shall be maintained in a clean condition free of dirt or detergent residue. Lint screens of dryers shall be cleaned during each major cleanup.

C.5.5.7 Light Fixtures - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and grill. Reinstall grillwork.

C.5.5.8 Metal louvers – Maintain a clean appearance free of spider webs, dust, bird and insect nests, bird droppings, or other foreign matter.

C.5.5.9 Toilet Paper and Paper Towel Dispensers - All toilet paper and paper towel dispensers on structures serviced under this contract shall be kept fully supplied.

C.5.5.9.1 All paper shall be protected to prevent wetting during cleaning operations. Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning.

C.5.6 Refuse and litter handling (facilities) -

C.5.6.1 All trash, litter, debris or residue (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) within or immediately adjacent to the facility being serviced shall be removed. At no time shall trash or debris be swept or washed out of a facility and left.

C.5.6.2 Refuse containers located within the facility being serviced shall have all trash, litter, debris or residue removed. The containers shall present a clean and odor free condition. Plastic liners shall be replaced.

C.5.6.3 Exterior refuse containers (excluding dumpsters) placed at various locations throughout the park area shall be cleaned and emptied and the refuse placed in centrally located dumpsters. A new plastic liner shall be installed in containers (as needed) and the lids reinstalled on the containers. Exterior refuse containers and holders shall present a clean odor free condition. When odor becomes prevalent in trash containers or they become full prior to regular scheduled major servicing the Contractor shall empty and wash containers and holders as needed to provide sanitary conditions for the public.

C.5.6.4 Refuse and litter handling (park areas, roadways, playgrounds, boat ramps, and parking areas) -

C.5.6.4.1 All mowed park areas, including 10 feet into non-mowed areas, areas on and adjacent to roadways, parking areas, and boat ramp areas (including boat ramp riprap areas) shall be free of litter and debris. Litter and debris shall be placed in the nearest refuse container

C.5.6.4.2 Campers are given trash bags and asked to deposit their trash in the trash dumpster located at the park entrance. There are occasions when some campers do not comply with this request. The contractor shall ensure that campsites are free of all trash and debris left on or near the site.

C.5.7 Sidewalks -

C.5.7.1 All sidewalks shall be free of debris, foreign matter, stains, and residue (any) excess water shall be removed.

C.5.7.2 Cracks between sidewalk sections, and along buildings and/or graveled or paved areas of facility being serviced shall be kept free of grass and weeds. Grass and weeds removed shall be disposed of in brush or wooded areas outside the normal park mowing areas. Grass or weeds shall not be placed in a refuse container or dumpster.

C.5.8 Water fountains - Shall be cleaned and disinfected to remove all residue and stains

C.5.9 Water hydrants - shall be cleaned to remove all cobwebs and debris from the fixtures and from the immediate vicinity.

C.5.10 Charcoal grills, fire rings, and picnic tables -

C.5.10.1 Grills, fire rings, and cooking surfaces shall be cleaned of debris, ashes, food particles, and other foreign matter. Remove all debris, litter, ashes and coals on the ground in the immediate vicinity of grills and fire rings. Grills, and fire rings containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning.

C.5.10.2 Picnic tables on unoccupied campsites and unoccupied tables in visitor areas shall be checked each day services are performed to ensure that clean conditions exist. Tables shall be cleaned by removing all foreign matter to include cleaning solution residue.

C.5.11 Park benches, playground equipment, phone shelter, and bulletin boards - Shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris. The outside glass of visitor bulletin boards and both sides of phone shelter glass shall be free of dust, smudges and streaks.

C.6 Applicable Publications and Forms

C.6.1 MAP: Information on Truman Lake can be found on the Internet at http://www.nwk.usace.army.mil/harryst/hst_home.htm

C.6.2 Contractor Daily Worksheet

C.6.3 Performance Requirements Summary (PRS)

Section (Para)	Contract Requirement	Performance Standard	Lot Description	AL P (%)	Method of Surveillance
C.5.3.1	Daily Cleanup	Clean shower/latrine, laundry appliances, flush & vault toilets, campsites, dump stations, water fountains & litter pickup to “clean” definition in Section C-2 and C-5	30/31 services per month	4%	Periodic Sample, Validated Customer Complaint
C.5.3.2	Weekly Cleanup	Clean refuse containers, picnic tables, park benches, bulletin boards, phone shelter, water hydrants, and sidewalks to “clean” definition in Section C.2 and C-5	4 services per month	4%	Periodic Sample, Validated Customer Complaint
C.5.3.3	Monthly Cleanup	Grills & fire rings, light fixtures & mold removal per definition in Section C-2 and C-5	1 service per month. Deduction will be based on number of items per category.	4%	Periodic Sample, Validated Customer Complaint
C.5.5	Showers/ Latrines, Vault & flush-type toilets,	Clean walls, ceilings, partitions, floors, toilets, sinks, showers, fixtures, etc. per definition in section C.2 and C.5.5	30/31 Services per month	4%	Periodic Sample, Validated Customer Complaint
C.5.6	Refuse and Litter handling	Roadways and parking areas in and around facilities and in mowed areas are free of litter	30/31 services per month	4%	Periodic Sample, Validated Customer Complaint

C.5.7	Sidewalks	Sidewalks and cracks between sidewalk sections & along buildings are free of foreign matter, grass & weeds per definition in Section C.2 and C.5.8	30/31 services per month	4%	Periodic Sample, Validated Customer Complaint
C.5.8	Water fountains	Clean and disinfect per Section C-2 and C.5.9	30/31 services per month	4%	Periodic Sample, Validated Customer Complaint
C.5.10	Charcoal grills and fire rings	Clean to be free of debris per definition in section C.2 and C.5.11	1 service per month	4%	Periodic Sample, Validated Customer Complaint

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Evaluation Factors:

Factor 1 – Past Performance – will be evaluated for the quality of services, timeliness of performance, customer satisfaction, and administrative skills on other contracts performed.

Factor 2 – Experience – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

Factor 3 – Price

2. Relative Importance of Factors:

Past Performance will be evaluated with more importance than Experience. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin

country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

XX___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX__ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX__ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX__ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX__ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

__ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

__ (ii) Alternate I (MAY 2002) of 52.225-3.

__ (iii) Alternate II (MAY 2002) of 52.225-3.

__ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

__ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

__ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

__ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_XX__ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_XX__ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

__ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://w3.nwk.usace.army.mil>

<http://www.arnet.gov>.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://w3.nwk.usace.army.mil>

<http://www.arnet.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)